

**State of Nevada Housing Division
Request for Qualifications
To Provide for the Home Means Nevada Initiative Applications Financial Feasibility Review and
Scoring for Multi-family New Construction and Preservation Categories**

Part I: Background & General Information

Introduction

The State of Nevada Housing Division (Division) has issued this Request for Qualifications (RFQ) to identify firms and individuals interested in and qualified to serve as reviewers and to provide scoring with regard to the Division’s Home Means Nevada Initiative multi-family new construction and preservation applications. In accordance with its authority under Chapter 319 of Nevada Revised Statutes (NRS) and its procurement policies and procedures, the Division intends to enter into contract negotiations with the firm or firms considered to have the highest level of qualification for review and scoring the Division’s Home Means Nevada Initiative multi-family new construction and preservation applications financial feasibility.

Purpose

The purpose of this Request for Qualifications (“RFQ”) is to solicit proposals from professional accounting and/or real estate individuals and firms to:

- (a) Review, analyze and provide scores on applicants financial feasibility as provided in applications for the state’s Home Means Nevada Initiative multi-family new construction and preservation categories

Questions and Answers

No pre-submittal conference for this solicitation will be conducted. Written questions may be sent via e-mail to the RFQ Coordinator no later than the close of business, August 19, 2022. Responses will be shared with all Offeror’s no later than August 24, 2022.

All communication between potential Offeror’s and the Division shall be with the RFQ Coordinator, as follows:

Name	Michael Holliday, Chief Financial Officer
Address	1830 E. College Parkway, Suite 200 Carson City, Nevada
Phone Number	775-687-2249
E-mail Address	mholliday@housing.nv.gov

Potential Submitters are to rely on written statements issued by the RFQ Coordinator; any other communications will be considered unofficial and non-binding on the Division. The Division reserves the right to appoint an alternate RFQ Coordinator during the solicitation process, as may be necessary and convenient.

Proposal Submission

NHD desires to consider responses to this RFQ in a consistent and easily-comparable format. Proposals not organized in the manner set forth in this RFQ may be considered, at NHD's sole discretion, as unresponsive. Offerors should not refer to other parts of their proposal, except for those sections where the Offeror is requested to provide an attachment, to information that may be publicly available elsewhere or to the Offeror's website or another website in lieu of answering a specific question.

The original proposal must be received by email or other digital means (thumb drive, cd, etc.) by NHD at our office located at 1830 E. College Parkway, Suite 200 Carson City, NV 89706 no later than **August 19, 2022 at 4:00 p.m., Pacific Time**. Proposals shall be in sealed envelopes marked e.g., "Response to Home Means Nevada Initiative Financial Feasibility Reviews/Scoring RFQ."

Proposal Tenure

All proposals shall include a statement that the proposal shall be valid until contract award, but no more than 90 calendar days from the proposal due date.

RFQ Revisions and Supplements

If it becomes necessary to revise any part of this RFQ or if additional information is necessary to clarify any provision of this RFQ, the revision or additional information will be provided on the NHD web site.

Incurred Expenses

NHD shall not be responsible for any expenses incurred by an Offeror in responding to this RFQ. All costs incurred by Offerors in the preparation, transmittal or presentation of any proposal or material submitted in response to this RFQ will be borne solely by the Offerors.

Cancellation of Requests for Proposals or Rejection of Proposals

The NHD may cancel this RFQ at any time for any reason and may reject all proposals (or any proposal) which are/is not responsive.

Evaluation of Proposals, Selection and Negotiation

Proposals will be evaluated by an Internal Review Committee of NHD staff, NHD Professional Partners and other State of Nevada Employees using the criteria listed in Parts II Minimum Qualifications and Requirements and III Services to be Performed, below, with final selection to be made by the NHD Administrator, Chief Financial Officer and a representative from the State of Nevada Governor's Finance Office.

NHD may provide Offerors whose proposals are reasonably likely, in NHD's discretion, to be selected, an opportunity to discuss and revise their proposals prior to award, for the purpose of obtaining final and best offers. Proposals shall be evaluated on the criteria listed in Part IV Evaluation Criteria, below.

The NHD shall select the Offeror(s) whose proposal(s) is/are deemed to be most advantageous to NHD to enter into contract negotiations with NHD. If a final contract cannot be negotiated, then NHD will enter into negotiations with the other Offeror(s).

Award Notice

NHD shall provide written notice of the award to all Offerors within ten (10) days of the date of the award. The award shall be contingent upon successful negotiations of a final contract between NHD and the Offeror(s) whose proposal(s) is/are accepted by NHD.

Proposal Confidentiality

Offerors or their representatives shall not communicate with NHD's staff members regarding any proposal under consideration or that will be submitted for consideration, except in response to an inquiry initiated by the Internal Review Committee, or a request from the NHD Management team for a presentation and interview. A proposal will be deemed ineligible if the Offeror or any person or entity acting on behalf of Offeror attempts to influence members of the NHD Management Team or staff during any portion of the RFQ review process, including any period immediately following release of the RFQ.

Until the award is made and notice given to all Offerors, NHD will not disclose the contents of any proposal or discuss the contents of any proposal with an Offeror or potential Offeror, so as to make the contents of any offer available to competing or potential Offerors.

Irregularities in Proposals

NHD may waive technical irregularities in the form of proposal of any Offeror selected for award which do not alter the price, quality or quantity of the services offered. Note especially that the date and time of proposal submission as indicated herein under "Part I Background and General Information, Proposal Submission" cannot be waived under any circumstances.

Responsibility of Offerors

If an Offeror who otherwise would have been awarded a contract is found not to be a Responsible Offeror, a determination that the Offeror is not a Responsible Offeror, setting forth the basis of the finding, shall be prepared and the Offeror shall be disqualified from receiving the award. A Responsible Offeror means an Offeror who submits a proposal that conforms in all material respects to the requirements of this RFQ and who has furnished, when required, information and data to prove that his financial resources, facilities, personnel, reputation and experience are adequate to make satisfactory delivery of the services described in this RFQ. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a Responsible Offeror.

Protest

An Offeror may protest an awarding of a contract pursuant to this procurement. Such an Offeror shall follow the procedures described below; protests that do not follow these procedures will not be considered. This procedure constitutes the sole administrative remedy available regarding this

solicitation, and is available only to those Offeror's who provided a response to this solicitation document and who have participated in a debriefing conference.

Upon completing the debriefing conference, the Offeror is allowed three (3) business days to file a protest with the RFQ Coordinator. Protests may be submitted by facsimile or e-mail. All protests must be in writing and signed by the protesting party or an authorized agent, e.g., legal counsel. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQ Coordinator. An Offeror who files a protest may be required to post a bond with the Division in a form and amount approved by the Division. The Division will hold the bond until such time as a determination is made on the protest by the Administrator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator.
- Non-compliance with procedures described in the procurement document or with Division policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's judgment on the quality of a Submittal, or 2) Division's assessment of its own needs or requirements.

Upon receipt of a protest, a protest review will be held by the Division. The Administrator will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interests of another Offeror under the RFQ, such Offeror will be given an opportunity to submit its views and any relevant information on the protest to the RFQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the Division's action; or
- Find only technical or harmless errors in the Division's acquisition process and determine the Division to be in substantial compliance, and therefore reject the protest; or
- Find merit in the protest and provide the Division options which may include:
 - Correct the errors and re-evaluate all proposals, or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate; or
 - Any combination of the above actions.

If the Division determines that the protest is without merit, the Division will enter into a contract with the apparently successful Offeror. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

Part II: Minimum Qualifications and Requirements

Only those Offerors who meet the following minimum criteria are eligible to submit a proposal pursuant to this RFQ:

1. Offeror must have at least ten years' experience in the housing industry with experience in underwriting and/or reviewing financial data related to real estate transactions.
2. Offeror must have at least three years' documented experience providing financial review services with at least one public entity.
3. Offeror must be willing to demonstrate they have no conflicts of interest with program applicants.

Part III: Services to be Performed

The Services to be performed are:

- Review the financial documents provided by program applicants for:
 - Completeness
 - Reasonableness
 - Accuracy
- Provide a score for each applicants financial feasibility based on criteria provided by the Division
- Scores must be provided to the Division within 15 business days of application being provided to offeror for review

Part IV: Evaluation Criteria

NHD shall award the contract for providing service to review and provide scoring with regard to the financial feasibility of Division's Home Means Nevada Initiative multi-family new construction and preservation applications whose proposal is most advantageous to NHD. Proposals shall be evaluated primarily on experience and fees. Proposals shall be scored on a scale of 1 to 60 based on the criteria listed below. Please note that a serious deficiency in any one criterion may be grounds for rejection regardless of overall score.

<u>Factor</u>	<u>Point Range</u>	<u>Maximum Points</u>
A. Letter of Transmittal	0	0
B. The Offeror	0-10	10
C. Qualifications of Personnel	0-20	20

D. Offeror's Underwriting or Financial Review Experience	0-20	20
E. Proposed Fees and Costs	0-10	10
Total	0-60	60

Part V: Proposal Format and Instructions to Offeror

Proposals submitted to the NHD must, at a minimum, contain the following information and shall be organized as follows:

1. Letter of Transmittal, including at least the following information:

- A. Name, address and telephone of Offeror;
- B. A signature of the Offeror or any partner, officer or employee who certifies that he or she has the authority to bind the Offeror;
- C. Date of proposal;
- D. A statement that the Offeror, if awarded the Contract, will comply with the terms and conditions set forth in this RFQ;
- E. A statement that the information submitted in and with the proposal is true and accurate;
- F. A statement that the Offeror's proposal is valid for ninety (90) days after the deadline for submission of proposals; and

2. The Offeror:

- A. Number of years firm of experience in the housing industry with experience in underwriting and/or reviewing financial data related to real estate transactions
- B. Evidence that the Offeror is authorized to do business within the State of Nevada.
- C. Number of staff to be assigned to the project.
- D. A description of your firm's involvement in the real estate industry, including any organizations with which your firm may be affiliated. Also include any history related to working with public entities
- E. Describe any pending changes to your firm's ownership or capital structure.

- F. Describe any material, current or pending litigation, administrative proceedings or investigations that could impact your firm's reputation, financial viability or ability to provide services.
- G. The NHD requires that Offeror be an Equal Opportunity Employer. Please state that Offeror complies fully with all government regulations regarding nondiscriminatory employment practices.

3. Qualifications of Personnel and Execution of Services To Be Performed

- A. Provide the names, resumes and locations of the senior contact and other key personnel, to be assigned to the account. Resumes describing the qualifications of personnel to be utilized in the performance of this Contract must show, at a minimum, the person's name, location, education, position, proposed responsibilities, other housing clients to which person is assigned and in what capacity and total years of experience working with real estate finance transactions. Any changes made to the proposed team must be approved by the NHD in advance.
- B. Describe any changes, including additions and departures in your staff in the last two years and the impact on serving clients. In addition, please describe plans for any upcoming anticipated changes, such as retirements in your housing group staff and/or trading department.
- C. Provide information about the availability of staff, including a description of how your firm will execute Part III: Services to be Performed.

8. References

Please provide names of at least three references from state housing finance agencies who have worked with the same primary personnel proposed, and for which the Offeror underwrites as Co-Manager for both single family and multifamily transactions.

10. Additional Information

- A. Describe the safeguards the organization has in place to prevent unauthorized disclosure, misuse, alteration, destruction or other compromise of information. Include a description of the following processes:
 - 1. Data security management and related employee training;
 - 2. Information systems, including network and software design, as well as information processing, storage, transmission and disposal; and
 - 3. Detecting, preventing and responding to attacks, intrusions, or other systems failures.
 - C. Provide any additional information you feel will be helpful to the NHD in evaluating your qualifications to serve as underwriter.
11. A statement disclosing: (1) any political contribution or gift valued in excess of \$250.00 (singularly or in the aggregate) made by Offeror to any elected official of the State of Nevada in the last three years, (2) any current or proposed business transaction between Offeror and any NHD member, officer, or

employee, and (3) any other conflict or potential conflict which may give rise to a claim of conflict of interest.

12. Offeror shall provide NHD with written certification that Offeror is eligible to participate in any and all federal or state funded housing programs; is not currently facing disciplinary action by any federal, state or local entity; is not suspended, debarred or excluded from participation in any federal or state funded housing program; and is not listed as an excluded party(ies) on the System for Award Management's list of excluded parties accessed at www.sam.gov.

PART VI: Principal Contract Terms and Conditions

In addition to the terms respecting the services to be performed and compensation described above, the contract between NHD and the successful Offeror (herein "Contractor") shall include, but may not be limited to, terms substantially similar to the following:

Contract Term

The term of the Underwriting Services Contract shall begin the date the NHD approves the award and end December 31, 2022. At the option of the NHD, the contract may be extended for a one-year period under the same terms and conditions. There will be a transition period for matters in process at the beginning and the end of the contract term.

Hold Harmless and Indemnity Agreement

Contractor shall hold harmless and indemnify NHD, its members, officers, employees, and agents from and against any and all claims, liabilities, obligations, losses and the like, asserted by any third parties arising from or attributable to Contractor's performance of the services required under the contract. This indemnity and hold harmless agreement shall include reimbursement of all attorney fees, costs and expenses incurred by NHD, members, employees, or agents in defending any such action.

Assignment/Change in Key Contractor Personnel

Contractor shall not assign or transfer any interest in the contract or assign any claims for money due or to become due under the contract (except as security for a bank loan in its ordinary course of its business) without the prior written approval of NHD. Any change to key Contractor personnel, including lead and other key personnel assigned to the contract, shall require prior written notice to and approval by NHD, and amendment to the contract to reflect the change in assigned Contractor personnel.

Subcontractors

Contractor shall not employ a subcontractor (or substantially change the contemplated division of responsibilities with a previously approved subcontractor) without the prior written approval of NHD. Any and all fees or costs incurred by a subcontractor shall be paid by Contractor and shall not be reimbursed by NHD. Contractor shall assume full and complete responsibility and liability for subcontractor's performance of any services which Contractor has delegated to a subcontractor.

Records and Audit

Contractor shall maintain detailed time records which indicate the detail of services rendered, which shall be subject to inspection by NHD. NHD shall have the right to audit bills submitted to NHD under the Single Family and Multifamily Mortgage Servicing Contract both before and after payment. Payment under the contract shall not foreclose the right of NHD to recover excessive and/or illegal payments.

Budget and Billing

Prior to commencing any matter requiring substantial work, Contractor shall prepare and deliver to NHD a detailed budget of all fees and costs that Contractor anticipates will be necessary to perform the services required for that transaction. A detailed statement of services and an invoice for services provided must be presented before any payment under the contract shall be made. NHD will pay Contractor fees or costs which exceed those indicated in the budget only if such costs are reasonable and result from circumstances which Contractor could not have anticipated at the time Contractor prepared the budget.

Professional Liability Insurance

Each Contractor shall maintain professional liability insurance covering all liabilities and risks inherent in Contractor's performance of the services required under the contract. Each Contractor's insurance policy must provide per claim and aggregate limits of at least two million dollars (\$2,000,000.00), must provide for a per claim/aggregate deductible in an amount reasonable for a firm of Contractor's size and financial condition, and must be in a form acceptable to NHD. Each Contractor must provide NHD with an acceptable certificate of insurance in force at the time of the inception of the contract and at each anniversary date, extension or renewal of the contract, which provides for not less than thirty (30) days' notice to NHD of non-renewal or cancellation. Contractor shall immediately notify NHD in the event of any cancellations, modifications or changes in the amounts of coverage provided under such professional liability coverage. Failure to have, maintain and continue professional liability coverage in the amount and form specified shall be cause for immediate termination of the contract and shall not require the notice provided for in Part VI Principal Contract Terms and Conditions, Termination of this RFQ.

Confidentiality

The relationship between Contractor and NHD shall be that of attorney-client. Any information developed or acquired by or furnished by Contractor in the performance of the contract shall be kept confidential and shall not be made available to any individual or organization not involved in a given transaction without the prior written approval of NHD.

Confidential Data

Offerors may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal to facilitate public inspection of non-confidential portions of the proposal. After award, all proposals and documents pertaining to the proposals will be open to the public. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as trade secrets under the Uniform Trade Secrets Act, Section 57-3A1 et seq. NMSA 1978.

If a citizen of this state requests disclosure of data for which a request for confidentiality is made, NHD shall examine the request for confidentiality and make a written determination that specifies which portions of the proposal should be disclosed and will provide the Offeror with written notice of that determination. Unless the Offeror protests within ten (10) calendar days of the notice, the proposal will be so disclosed.

Code of Conduct

No employee of NHD shall have any direct financial interest in any contract with the Offeror, nor shall any contract exist between Offeror or its affiliate with any NHD employee that might give rise to a claim of conflict of interest. Any violation of this provision will render void any contract between NHD and the Offeror for which NHD determines that a conflict of interest exists as herein described, unless that contract is approved by the NHD after full disclosure.

Offeror shall warrant that it has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under any contract entered into with NHD pursuant to this RFQ.

Equal Opportunity Compliance

Contractor agrees to abide by all federal and state laws, rules and regulations and executive orders pertaining to equal employment opportunity. Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under, any program or activity performed under the contracts.

Termination

This agreement may be terminated without cause by NHD upon thirty (30) days written notice. Such termination shall not nullify any obligations already incurred for performance or failure to perform before the date of termination. Upon termination, the NHD Board may negotiate and award the remaining term(s) of the contract using the proposals submitted in this RFQ.

Status of Contractor

The Contractor and its agents and employees are independent contractors performing services for NHD and are not employees of NHD. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding or other benefits afforded to employees of NHD as a result of this RFQ.

Amendment

The agreement shall not be altered, changed or amended except by an instrument in writing and executed by both parties. No amendment shall be effective or binding until approved by NHD.

Scope of Agreement

The agreement incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of the agreement and all such covenants, agreements and understandings have been merged into the written agreement. No prior understanding or agreement, verbal or otherwise, of the parties or the agents, shall be valid or otherwise enforceable unless embodied in the agreement.

Applicable Law

The agreement shall be governed by the laws of the State of Nevada.

Nevada Housing Division

Management

Steve Aichroth, Administrator
Michael Holliday, Chief Financial Officer
Tim Whitright, Deputy Administrator
Mae Worthey-Thomas, Deputy Administrator,